

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

## NOTICE TO BIDDERS SPECIFICATION NO. 05-120

City of Lincoln and Lancaster County intend to purchase and invites you to submit a sealed bid for:

### ANNUAL REQUIREMENTS FOR VEHICLE WASH AND RELATED SERVICES FOR CITY & COUNTY OWNED VEHICLES

#### MEETING OR EXCEEDING CITY OF LINCOLN/LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Central Time, Wednesday, May 18, 2005** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room located on the First Floor.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

#### COMMISSIONERS

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KATHY CAMPBELL \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

**SEALED BID**  
**SPECIFICATION NO. 05-120**

**BID OPENING TIME: 12:00 NOON**

**DATE: Wednesday, May 18, 2005**

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_ through \_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract.

**ANNUAL REQUIREMENTS FOR  
VEHICLE WASH AND RELATED SERVICES FOR CITY/CO. OWNED VEHICLES**

<u>ITEM #</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QTY/YR.</u>	<u>UNIT</u>	<u>YRLY. TOTAL</u>
1.	BASIC WASH, Rinse & Blow/ Towel Dry, per section 4.1	4,600 ea.	\$ _____ ea.	\$ _____
2.	DELUXE WASH, Under Carriage wash, Rinse, Spray Wax, Blow/Towel Dry, per 4.2	650 ea.	\$ _____ ea.	\$ _____
3.	INTERIOR CLEANING, Vacuumed, Windows washed inside & out, per 4.3	650 ea.	\$ _____ ea.	\$ _____
4	HAND WASH, standard soap and wet cloth, towel dry, per section 4.4	50 ea.	\$ _____ ea.	\$ _____
5	AUTO WASH, open 24hrs., wand type Basic Wash, per section 4.5	650 ea.	\$ _____ ea.	\$ _____

**NO BID BOND REQUIRED**

**TOTAL ANNUAL EST. COST:**

**\$ \_\_\_\_\_**

NOTE: This contract may be awarded to multiple vendors (possibly up to 4 to or more) to accommodate our needs.

**INTERLOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City/County. \_\_\_ YES \_\_\_ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 05-120**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE                      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE NO.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**FAX NO.**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.

# **INSTRUCTIONS TO BIDDERS**

## **LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION**

### **1. BIDDING PROCEDURE**

1. Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

- 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

**5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

**8. ADDENDA**

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

**9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

**10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed

alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 11.2 Such demonstration can be at the County delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder **MUST** supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 13.1.1 Manufacturer's warranties and/or guarantees.
- 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
- 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
- 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

## **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 15.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **19. EQUIPMENT TAX ASSESSMENT**

- 19.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

#### **20. AFFIRMATIVE ACTION**

- 20.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

**SPECIAL PROVISIONS  
FOR  
COMMODITY TERM CONTRACTS  
CITY OF LINCOLN, NEBRASKA  
PURCHASING DIVISION**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed two (2) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

**3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Membership will be at no cost to the City.

**4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

**5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

**6. LAWS**

- 6.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **SPECIFICATIONS**

## **FOR**

### **VEHICLE WASH AND RELATED SERVICES**

### **FOR COUNTY/CITY OWNED VEHICLES**

1. PURPOSE

1.1 The City of Lincoln and Lancaster County are requesting bids for the purpose of contracting for our annual requirements for basic and deluxe exterior vehicle wash services and interior cleaning for City/County owned fleet vehicles.

2. TERM OF THE AGREEMENT

2.1 A contract shall be awarded to the successful bidder(s) for a period of one (1) year with mutually agreeable renewal options for two (2) additional one (1) year periods.

2.1.1 The renew option(s) shall be initiated by the County/City and be sent thirty (30) days prior to the expiration of the current contract.

2.2 It is the desire of the City/County that this contract be awarded to the vendor(s) whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for the contract period, and the maximum percentage increase expected to be in force before expiration of the contract (see **“Contractor Data Sheet”** Attached).

2.3 The City/County reserves the right, at its option, to conduct “on site” visitations to any proposer’s facilities.

2.3.1 The purpose of the visit will be to ensure the City/County of the proposer’s capabilities to successfully administer this contract.

2.3.2 If, in the City/County’s opinion, any proposer does not have the required capabilities as listed herein, this shall be considered grounds for non award of a contract.

2.4 It is the County's intent that this Bid permit competition.

2.4.1 It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this bid to a single source.

2.4.1 Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

2.5 Questions regarding this request shall be addressed to:

**City/County Purchasing Division**

Attn: Kathy A. Smith, Assistant Purchasing Agent

“K” Street Complex (SW Wing)

440 So. 8<sup>th</sup> Street, Suite 200

Lincoln, NE 68508



3. GENERAL REQUIREMENTS

- 3.1 This contract is to be used for City and County owned vehicles only.
  - 3.1.2 No personal vehicles shall be serviced under this contract.
- 3.2 Due to the various locations of City/County owned vehicles we intend to consider the location and/or number of facilities where services is offered by the Bidder.
- 3.3 Contractors staff shall monitor and inform the City/County if a vehicle is cleaned more than once per day.
- 3.4 Every City/County employee bringing a vehicle in for service shall sign a log or have the appropriate access code (or other approved method established by the vendor) and submit any other required information (such as City or County ID, Badge number, etc.) to document the service.
  - 3.4.1 Each vehicle cleaned shall be recorded on a log and attached to the monthly statement detailing the service requested, vehicle number, date, time, and agency/department (i.e., police, sheriff, animal control, public works, etc.)
  - 3.4.2 It is the intent of this specification to secure contract pricing for ALL City and County owned vehicles.
  - 3.4.3 **City/County employee owned vehicles (private vehicles) ARE NOT a part of this agreement.**
- 3.5 Contractor's facility shall be open for business a minimum of seven (7) days a week, with at least 6 of those day from the hours of 8:00 a.m. through 5:00 p.m.

4. SPECIFIC SCOPE OF WORK:

- 4.1 BASE LEVEL EXTERIOR WASH: General Services vehicles shall use the standard base level exterior car wash and air/towel dry only.
  - 4.1.1 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.
  - 4.1.2 During normal business hours (8:00 - 5:00, Monday through Friday), the contractor shall have sufficient staff to hand prep heavily soiled vehicles prior to the automatic wash to ensure the vehicle is sufficiently clean.
- 4.2 DELUXE EXTERIOR WASH: On occasion due to weather conditions (salt deposits from road salt, etc.) administrative and general service vehicles may need to use the deluxe exterior wash.
  - 4.2.1 This level of wash shall include standard exterior wash, spray wax and under carriage wash and air/towel dry, at a minimum.
  - 4.2.2 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.

- 4.2.3 During normal business hours (9:00 - 5:00, Monday through Friday), the contractor shall have sufficient staff to hand prep heavily soiled vehicles prior to the automatic wash to ensure the vehicle is sufficiently clean.
- 4.3 INTERIOR CLEANING: Vehicle shall be vacuumed to remove sand and loose debris from floors, seats, and under seats.
  - 4.3.1 Front and rear seats will be cleaned with a cleaning solution to remove all spots, stains, and dirt.
  - 4.3.2 Windows cleaned inside and out with vendor's choice of window cleaner.
  - 4.3.3 For all law enforcement vehicles: clean plexiglass front/back seat divider with window cleaner and wipe down back seat (will be either vinyl or molded fiberglass) with cleaning solution.
- 4.4 SPECIAL HAND WASH: On occasion a vehicle may need to be hand washed due to its size and or special nature of attachments (i.e., special service vans that will not fit through car wash due to lights, sirens, etc.).
  - 4.4.1 Hand washing shall be with standard soap and wet cloth to remove stains, dirt, and debris.
  - 4.4.2 Special care shall be taken as not to damage emergency lighting systems, antennas, exterior racks or any other equipment attached to the vehicle.
  - 4.4.3 During normal business hours (8:00 - 5:00, Monday through Friday), the contractor shall have sufficient staff to accommodate an occasional request for hand wash to ensure the vehicle is sufficiently clean.
- 4.5 AUTOMATIC (24 hr.) WASH: Many City and County employees operate public vehicles during second and third shifts, weekend and holidays. It is our desire to accommodate the need to clean these vehicles after the normal working hours of 8:00 - 5:00, Monday through Friday).
  - 4.5.1 Wand-type basic wash using un-attended drive-in/bay type facility.
  - 4.5.2 Code or coupon number authorization shall allow operation of wash without the need for cash.
  - 4.5.3 Coupons purchased by the using Agency/Department would be an acceptable alternative as long as a code could be used in lieu of cash.

## 5 QUALITY

- 5.1 The services furnished under these specifications shall be of the highest quality in accordance with established commercial standards.
- 5.2 Finished vehicles shall be cleaned, dry, and free from major spots.
- 5.3 All work performed shall be done under sanitary conditions.
- 5.4 All vehicle cleaning must be completed in a minimum of thirty minutes per vehicle.

## 6 QUANTITIES

- 6.1 Quantities listed are aggregate (including both City and County) estimates of anticipated usage for the initial term of the contract.

- 6.1.1 The City/County retains the option to increase or decrease quantities based on actual usage.
- 6.1.2 The City/County does not guarantee any specific minimum quantities to individual providers during the term of this agreement.
- 6.1.3 Not all vehicles in our fleets are stationed in the downtown area, many vehicles may be primarily housed/operated at other governmental facilities or sub-stations within the city.
  - 6.1.3.1 The City/County will most likely choose to award contracts to multiple providers based on the pricing and services offered in an attempt to provide adequate coverage and convenience for the city/county fleet drivers.

## 7 REFERENCES

- 7.1 Each interested proposer is requested to provide at least three (3) customer references on the sheet provided, who have similar service (including multiple locations, billing addresses and types of facilities).
- 7.2 Each interested proposer must complete and return with their offer the provided "Contractor Data Sheet".
- 7.3 Reference checks and information provided on the "Contractor Data Sheet" will be a consideration in the award of this project.

## 8 INVOICING & BILLING REQUIREMENTS

- 8.1 All City/County departmental customers shall be billed on a monthly basis including an itemized listing of all services and the date provided for the billing period.
  - 8.1.1 As an alternative for un-attended service locations; pre-paid coupons and/or pin numbers for accounts may be offered.
- 8.2 A single invoice shall be provided, if requested from City/County Depts./Agencies, which have multiple locations with only a single central accounts payable/processing area (i.e., City Fire Dept., Parks and Recreation, Police, Public Works, etc.).

## 9 INSURANCE

- 9.1 The successful contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by him/herself

## 10 TERMINATION / ASSIGNMENT

10.1 The City/County may terminate the Contract if the Contractor:

10.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide for the complete needs of the County/City as requested.

10.1.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.

10.1.3 Otherwise commits a substantial breach of any provision of the Contract Document.

10.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of a written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

10.2.1 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right of remedy of the Contractor, the County shall pay Contractor in accordance with this section.

10.2.2 Upon such termination, the obligation of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

10.4 The contract established as a result of this bid process shall not be transferred to/or assigned without prior written consent of the City/County.

## 11 **INDEPENDENT CONTRACTOR:**

11.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *independent contractor* for all purposes and *in all situations*.

11.1.1 As an independent contractor, the contractor shall be responsible for all required reporting and income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income tax, withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.

11.1.2 Each party shall be responsible for its own negligence and the negligence of its employees.

12 NO BIDDERS BOND is required with your offer.

13 EVALUATION AND AWARD

13.1 A committee of County/City employees will be assigned the task of reviewing the bids.

13.1.1 The Committee may request documentation from the Bidder(s) of any information provided in their offer, or require the Bidder to clarify or expand on service requirements.

13.1.2 If requested, the Bidder shall meet with the City/County evaluation committee to answer questions and to outline their approach to the project.

13.2 The bid will be awarded to the most responsible, responsive Bidder(s) whose offer(s) will be most advantageous to the County/City, and deemed to best serve our requirements.

13.2.1 Firm(s) selected shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County/City.

13.3 The composition of the vendor's firm, including the key customer service personnel, the suppliers ability to provide high quality products, provide the services specified, adherence to specifications, location and type of services offered, billing and other administrative considerations, references and pricing will determine the basis for award.

# Contractor Data Sheet

## ANNUAL REQUIREMENTS FOR VEHICLE CLEANING AND RELATED SERVICES FOR CITY/COUNTY OWNED VEHICLES

1.

1.1 Year firm was established: \_\_\_\_\_

1.2 Address of Service Location(s): \_\_\_\_\_

1.3 Name of Primary Service Representative: \_\_\_\_\_

1.4 Address of Service Representative: \_\_\_\_\_

1.5 Phone Number of Contact:

1.6 Cellular Phone Number:

2.

2.1 Please describe the method you are proposing to the City/County for billing of services rendered (i.e., will pin#'s be used and billed back to individual Agencies/Departments, will coupons need to be purchased from the A/D, etc.):

2.2 Describe the operation of your facility, including number of locations, type of services offered at each location, employees on staff to operate the wash equipment, and any other information relative to this service.

(Attach a separate sheet to provide more details or brochures/advertising)

3. **ANNUAL REQUIREMENTS RENEWAL CONTRACT OPTIONS**

2.1 Special provisions for "Commodity Term Contracts" are included with the specification document. Bidders should read the provisions carefully before completing the following section:

2.2 **RENEWAL:** I am interested in offering the County/City two (2) one-year renewal options:      ☐ Yes    ☐ No

2.3 **TERM PRICE CLAUSE:**(a) Bid prices shall remain firm for the full contract period (three 12 month periods):                      ☐ Yes   ☐ No

2.3.1 If "No", indicate if the bid prices are subject to escalation/de-escalation of:  
base price + or - \_\_\_\_\_ %

2.3.2 If (subjected to escalation/de-escalation), state the period for which prices shall remain firm, through: \_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date